

DRAFT

BILL NO. 2006-

ORDINANCE NO. _____

AN ORDINANCE TO ESTABLISH A PROACTIVE CODE ENFORCEMENT PROGRAM APPLICABLE TO CERTAIN RENTAL HOUSING WITHIN THE CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Orlando Sanchez, Director of
Neighborhood Services

Summary: Establishes a Proactive Code
Enforcement Program applicable to certain
rental housing within the City.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
AS FOLLOWS:

SECTION 1: Title 16 of the Municipal Code of the City of Las Vegas, Nevada, 1983
Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 22, consisting of
the provisions set forth as Sections 2 to 22, inclusive, of this Ordinance.

SECTION 2: The intent of this Chapter is to:

(A) Promote public health, safety and welfare through a comprehensive proactive
code enforcement program involving rental dwelling units within the City;

(B) Ensure continued compliance with applicable code provisions by implementing
a systematic inspection of those rental dwelling units;

(C) Use the inspection program in order to prevent blight and further deterioration
of rental housing inventory within the City; and

(D) Promote improved living environments for occupants of rental dwelling units
by identifying and correcting code violations that:

(1) Threaten occupant safety;

(2) Threaten a building's structural integrity or the integrity of plumbing,
heating or electrical systems; or

(3) Create a negative impact on a surrounding neighborhood.

SECTION 3: (A) The provisions of this Chapter shall apply to rental dwelling
units as defined in this Chapter.

(B) Nothing in this Chapter shall be deemed to require the retrofitting of existing
structures or equipment built or installed in accordance with code requirements in effect at the time

1 of building or installation. Any retrofitting that may be required will be by virtue of and in accordance
2 with statutes, ordinances or regulations other than this Chapter.

3 (C) This Chapter shall be fairly, sensibly and reasonably applied to promote the
4 maintenance of rental dwelling units within the City.

5 SECTION 4: (A) This Chapter may be enforced by representatives of the
6 Department of Building and Safety, the Department of Neighborhood Services, or such other persons
7 as may be designated by the City Manager.

8 (B) In the event of conflict or inconsistency between this Chapter and other
9 provisions of ordinance or law, the most restrictive provisions shall apply, unless otherwise
10 determined by the City Manager, the Code Enforcement Manager, or a designee.

11 (C) The Code Enforcement Manager may promulgate such rules and regulations
12 regarding the enforcement and implementation of this Chapter as are consistent herewith.

13 SECTION 5: For purposes of this Chapter, the following terms, phrases and words
14 shall have the meanings indicated unless a contrary intent is manifested:

15 "Apartment complex" means a structure, whether privately-owned or otherwise, which
16 contains four or more rental dwelling units and which does not qualify as a condominium, townhouse
17 dwelling or residence hotel.

18 "Certificate of compliance" means a document issued by the City that certifies a rental
19 dwelling unit's compliance with applicable code provisions.

20 "Code Enforcement Manager" means the Director of Building and Safety, or such other person
21 as may subsequently be assigned to enforce code provisions.

22 "Codes" and "code provisions" refer to codes that govern building and housing conditions and
23 that have been adopted by the City.

24 "Rental dwelling unit" means a single dwelling unit that:

25 (1) Exists within an apartment complex; and

26 (2) Provides complete, independent living facilities for one or more persons,
27 including permanent provisions for living, sleeping, eating, cooking and sanitation.

28 "Occupant" means any person who occupies a rental dwelling unit, whether as an owner,

1 lessee, tenant, permittee, or licensee of the owner.

2 SECTION 6: Except as otherwise provided in this Chapter, each apartment complex
3 within the City is subject to the inspections specified by this Chapter. The owner, manager or agent
4 of each apartment complex shall take all steps necessary to facilitate any inspection made pursuant
5 to this Chapter.

6 SECTION 7: Upon the inspection of a rental dwelling unit pursuant to this Chapter,
7 a certificate of compliance may be issued if the inspection reveals no violations of applicable code
8 provisions. Unless earlier revoked in accordance with Section 8 of this Ordinance, a certificate of
9 compliance shall be valid until the expiration date specified therein, which generally will be the first
10 anniversary of the date of the initial inspection made pursuant to Section 9 of this Ordinance. A valid
11 certificate of compliance is transferable to the new owner upon transfer of ownership of an apartment
12 complex. A certificate of compliance shall set forth its date of issue, its expiration date, the address
13 and designation of the rental dwelling unit for which it is issued, the name of the owner of the
14 apartment complex, and a certification that the unit has successfully passed inspection. The owner
15 shall retain the certificate and shall make it available at the request of any:

- 16 (A) Code enforcement officer or inspector;
17 (B) Peace officer; or
18 (C) Occupant or prospective occupant of the dwelling unit, or a representative
19 thereof.

20 SECTION 8: A certificate of compliance issued under this Chapter may be revoked
21 by the Code Enforcement Manager, upon proper notice, at any time:

- 22 (A) If the certificate was obtained by fraudulent representations; or
23 (B) Upon violation, by the owner or occupant, of any provision of this Chapter or
24 of any condition of the certificate of compliance.

25 SECTION 9: Apartment complexes are subject to inspection under this Chapter for
26 violations of applicable code provisions as follows:

- 27 (A) On a random or systematic basis designed to provide for the inspection of all
28 apartment complexes on an at-least-annual basis; and

1 (B) In response to information from one or more of the following sources indicating
2 that a violation of applicable code provisions may exist therein:

3 (1) Complaints from a concerned citizen or occupant of a rental dwelling
4 unit;

5 (2) Records of previous inspections that reflect the existence of violations
6 of applicable code provisions and the failure to correct such violations;

7 (3) Referrals for inspection from other officials with code enforcement
8 responsibility; representatives of Federal, State, or local government agencies; or representatives of
9 public or private utilities;

10 (4) Records indicating that the property has been the subject of a chronic
11 nuisance notice issued by a local government agency; or

12 (5) Visual observation of exterior conditions that reflect the existence of
13 violations of applicable code provisions.

14 SECTION 10: (A) Nothing in this Chapter affects the right of an owner of any
15 rental dwelling unit to voluntarily request an inspection to determine whether the unit complies with
16 applicable code provisions. Such a request shall be made in writing.

17 (B) Nothing in this Chapter affects the right of an occupant of any rental dwelling
18 unit to voluntarily request an inspection to determine whether any unit, structure or common area
19 complies with applicable code provisions. No fee is chargeable in connection with the initial
20 inspection made pursuant to such a request.

21 (C) The City may provide for inspections requested pursuant to this Section as
22 resources allow, but is not required to do so.

23 SECTION 11: (A) Before undertaking an initial inspection pursuant to Section 9
24 of this Ordinance, the City shall mail to the owner of the apartment complex to be inspected a letter
25 of intent to perform the inspection. The letter must be sent certified mail, return receipt requested,
26 indicating the proposed date and time of the inspection. Unless otherwise agreed to by the owner, the
27 letter must be mailed at least fourteen days before the date of the inspection.

28 (B) It shall be the responsibility of the owner to provide notice of an inspection to

1 tenants or occupants of any unit to be inspected and, to the extent legally permissible, to authorize and
2 provide access to the units to be inspected.

3 (C) Within five days after receipt of a notice of intent to perform an inspection
4 pursuant to Subsection (A) of this Section, a property owner who does not reside in Clark County
5 shall:

6 (1) Designate a representative who resides in Clark County to engage in
7 communications regarding the inspection; and

8 (2) Provide to the Code Enforcement Manager or his designee, in writing,
9 the name, address, and telephone number of the representative.

10 SECTION 12: (A) Upon presentation of proper credentials and with the consent of
11 the occupant, any enforcement officer or inspector authorized by this Chapter, the Municipal Code,
12 or the City Manager to inspect housing units may enter a rental dwelling unit at reasonable times
13 during daylight hours to perform any inspection required by this Chapter.

14 (B) Except in emergency situations, an enforcement officer or inspector shall not
15 enter any rental dwelling unit without the proper consent unless an appropriate warrant for inspection
16 has been obtained and issued in the manner provided by law.

17 (C) The initial inspection of any apartment complex, other than an inspection
18 requested by the owner of the complex, is intended to represent a "sampling" of the apartment
19 complex (including common areas), with inspections to encompass ten percent of the number of units,
20 or two units, whichever is greater. For complexes which are determined to be "inadequately
21 maintained" under Section 19 of this Ordinance, or which have been the subject of a chronic nuisance
22 notice, the City may opt to inspect additional units and common areas, up to and including all units
23 and common areas within the complex. The determination of which units and common areas to
24 inspect is within the discretion of the City and its agents and employees.

25 (D) Except as otherwise provided by applicable code provisions, a condition
26 relating to the design or construction of a building that was not in violation of codes that were existing
27 when the building was constructed shall not be considered violations of current code provisions,
28 provided that the building is otherwise in good repair. Examples include without limitation the

1 following:

2 (1) The size and dimension of rooms and windows; and

3 (2) Electrical and plumbing systems.

4 SECTION 13: (A) When an inspection reveals violations of applicable code
5 provisions, any code enforcement officer or inspector may proceed to issue citations, notices of
6 violation, or correction orders, or any combination thereof, as authorized by applicable code
7 provisions. The process for appeal and enforcement of notices and orders shall be as set forth in the
8 applicable code provisions.

9 (B) Re-inspections may be conducted to verify that violations have been corrected.

10 (C) A certificate of compliance may be issued once all violations have been
11 corrected.

12 SECTION 14: (A) Except as otherwise provided in this Chapter, owners of
13 apartment complexes shall pay an annual inspection fee of twenty-five dollars per rental dwelling unit.
14 The inspection fee is intended to offset the costs associated with initial inspections to be conducted
15 under this Chapter and is nonrefundable.

16 (B) The inspection fee described in Subsection (A) of this Section is payable
17 on an annual or semiannual basis, as invoiced by the City.

18 SECTION 15: For inspections conducted as follow-up to an initial inspection under
19 this Chapter, the City may charge reinspection fees in accordance with LVMC 9.04.045, or as
20 authorized by any applicable code provisions. In addition, the City may charge additional fees to
21 cover the costs of investigation, recording of notices, title search, and any other processing costs
22 associated with notices of violation and orders to correct. The City may also pursue such civil
23 penalties as may be authorized by law.

24 SECTION 16: If payment of any fees chargeable under this Chapter is not received by
25 the payment date specified, the City may proceed to collect the fees by any remedy available to the
26 City by law, including the use of any lien procedures authorized by law and, where applicable,
27 remedies related to a business license as set forth in LVMC 6.09.050. The City may establish
28 appropriate penalties for the nonpayment or late payment of fees.

1 SECTION 17: If conditions within a rental dwelling unit are determined to be a
2 significant threat to the health and safety of the residents, the City may require relocation of the
3 residents. When possible, residents should be relocated to alternate units within the same apartment
4 complex that are in compliance with applicable code provisions. When alternate units are not
5 available within the same complex, the City may fund the relocation of the residents to alternate
6 locations outside the complex. If the City funds relocation of the residents to alternate locations, the
7 City may charge the owner of the complex the total cost of the relocation efforts plus a fifteen percent
8 administrative fee. The charge may be collected by any remedy available to the City by law, including
9 by the placement of a lien on the property.

10 SECTION 18: (A) The following are exempt from the provisions of Subsection (A)
11 of Section 9 and Section 14 of this Ordinance under the circumstances indicated:

12 (1) Apartment complexes that are less than five years old, measured from
13 the date of the issuance of a certificate of occupancy; and

14 (2) Apartment complexes in which:

15 (a) The majority of the dwelling units inspected and the majority
16 of the common areas inspected in an initial inspection under Section 9 of this Ordinance received an
17 "A" grade as determined under Section 19; and

18 (b) None of the dwelling units or common areas so inspected
19 received lower than a "B" grade as determined under Section 19.

20 (B) An exemption under Paragraph (2) of Subsection (A) commences upon
21 achievement of the exempt status and remains in effect for the two calendar years following the year
22 in which the status is achieved. This exemption does not continue to apply upon transfer of ownership
23 of an apartment complex unless the ownership interests of the transferor and transferee are essentially
24 the same.

25 SECTION 19: (A) In order to encourage owners and managers of apartment
26 complexes within the City to properly maintain rental dwelling units and keep them in compliance
27 with applicable code provisions, this Section provides the following for complexes that are properly
28 maintained:

(1) Reductions in the level and frequency of inspections under this Chapter;
and

(2) In some cases, exemptions from inspections and fees under this Chapter.

(B) For purposes of determining the level of inspection to be conducted within an apartment complex and the availability of exemptions under Section 18 of this Ordinance, each rental dwelling unit and common area to be inspected under this Chapter, in connection with an inspection, will be assigned a total of "compliance points" that represent the adequacy of maintenance. Each rental dwelling unit and each common area will initially be assigned a compliance point total of 100. Each violation that is found during an inspection will decrease the total compliance point value assigned to the unit or common area. For each violation found, the total compliance point value allotted to that violation shall be deducted regardless of the extent of the violation.

(C) An apartment complex shall be considered "inadequately maintained" if:

(1) At least one rental dwelling unit therein scores a grade of "C" or below;

or

(2) A common area pertaining to a rental dwelling unit or to the apartment complex as a whole scores a grade of "C" or below.

(D) Compliance points associated with violations on or within a common area, and outside a rental dwelling unit, will not be cumulative as to any individual rental dwelling unit. However, as indicated above, a grade of "C" or below with respect to a common area will categorize the apartment complex as "inadequately maintained" for purposes of Subsection (C) of Section 12 of this Ordinance.

(E) For purposes of Subsections (C) and (D) of this Section, the grades to be assigned under this Section are based on the compliance point totals indicated in Table A below:

Table A

Total of Compliance Points	Grade
90-100	Grade A
80-89	Grade B
70-79	Grade C
60-69	Grade D

Below 60	Grade F
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SECTION 20: For purposes of determining compliance point values as described in Section 19 of this Ordinance, each of the violations described in Table B below shall have the compliance point values indicated. The point value in each case bears a minus sign, indicating that the points are to be deducted from the 100 points assigned to a rental dwelling unit or common area prior to inspection.

Table B

HEALTH/SAFETY VIOLATIONS	COMPLIANCE POINTS
Accessory structures not maintained structurally sound	-50
Principal structures not maintained structurally sound and capable of supporting the imposed load	-50
Failure to maintain bath/shower, lavatory, water closet and kitchen sink in a safe working condition	-50
Failure to supply hot and cold running water to kitchen sinks, lavatories, laundry facilities, bath, and showers	-50
Failure to maintain the water supply free from contamination	-50
Failure to maintain water heating facilities capable of providing a temperature of not less than 110 degrees Fahrenheit	-50
Failure to maintain all plumbing fixtures properly connected to a public or private sewage disposal system	-50
Failure to provide heating and air conditioning facilities	-50
Failure to maintain all safety controls for fuel-burning equipment in effective operation	-50
Failure to maintain all electrical equipment in a safe and approved manner	-50
Failure to maintain at least one elevator operational at all times	-50
Failure to maintain and provide required door hardware to provide egress without the need for keys, special knowledge, or effort	-50
Failure to maintain required emergency escape and rescue openings operational	-50
Failure to maintain bars, grilles, grates, or similar devices placed over emergency escape and rescue openings releasable or removable from the inside	-50
Failure to provide and maintain smoke detectors where bars, grilles, grates or similar devices are installed	-50
Failure to maintain all fire and smoke stop doors in an operable condition	-50

1	Fire doors and/or smoke barrier doors blocked, obstructed or made inoperable	-50
2		
3	Failure to provide single-station smoke alarms	-50
4	Failure to install single-station smoke alarms per the Fire Code	-50
5	Failure to provide an appropriate power source for single-station smoke alarms	-50
6	Failure to provide and maintain required fire extinguishers per the Fire Code	-50
7	EXTERIOR VIOLATIONS	
8	Exterior property and premises not maintained in clean and sanitary condition	-2
9		
10	Exterior of property maintained not free of litter, junk, garbage, rubbish and refuse	-2
11	Exterior paint not maintained	-2
12	Sidewalks and driveways not maintained free of hazards	-2
13	Exterior property not maintained free of weeds	-2
14	Landscape not maintained in living and growing condition	-2
15	Structure and exterior property not kept free from rodents	-10
16	Exhaust vents discharging on abutting/adjacent property	-5
17	Gates not maintained self-closing/latching (if required)	-20
18	Swimming pools not maintained in a clean and sanitary condition	-10
19	Inoperative/unlicensed vehicles parked/stored on premises	-2
20	Exterior not maintained graffiti free	-2
21	Exterior structure not maintained in good repair	-5
22	Exterior surfaces not maintained in good condition	-5
23	Premises identification not provided and/or maintained	-5
24	Structural members not maintained free from deterioration	-20
25	Foundation walls not maintained plumb or free from holes and breaks	-5
26	Roof drainage does not prevent dampness and deterioration, or roof flashing is not sound or admits rain	-2
27	Stairways, decks, porches and balconies not maintained in good repair	-5
28	Chimneys and towers not maintained safe and sound	-2
	Handrails and guards not maintained in good condition	-5

1	Windows, skylights or door frames not maintained in good condition and weather tight	-2
2	Glazing not maintained free from cracks and holes	-2
3	Openable windows not easily openable and/or capable of being held in position	-2
4	Insect screens not maintained in good condition	-2
5	Exterior doors, assemblies and hardware not maintained in good condition	-2
6	INTERIOR VIOLATIONS	
7	Failure to maintain interior of structure and equipment in good repair	-10
8	Failure to maintain interior surfaces in good, clean or sanitary condition	-2
9	Failure to maintain stairs and walking surfaces in a sound condition or good repair	-20
10	Failure to maintain handrails and guards in good condition	-10
11	Failure to maintain interior doors to fit reasonably well within its frame or capable of being opened and closed	-5
12	Failure to maintain interior free of litter, junk, garbage, rubbish and refuse	-2
13	Failure to dispose of rubbish and garbage in an approved container	-2
14	Failure to provide an approved, covered rubbish and garbage container, or provide removal of garbage and rubbish	-5
15	Failure to maintain structures free from insect and rodent infestation	-10
16	LIGHT/VENTILATION/OCCUPANCY VIOLATIONS	
17	Failure to maintain minimum total glazed area for every habitable space	-5
18	Failure to provide or maintain required lighting in common halls and stairways	-10
19	Failure to maintain the required total openable window area in rooms	-5
20	Failure to maintain the required ventilation in bathrooms and toilet rooms	-5
21	Inadequate or unauthorized cooking facilities	-10
22	Failure to provide the required process ventilation	-5
23	Failure to provide required clothes dryer exhaust system	-5
24	Failure to maintain privacy in dwelling units	-2

1	Failure to maintain required minimum room widths	-2
2	Failure to maintain required minimum ceiling heights	-2
3	Failure to maintain required floor area for sleeping purposes	-2
4	Failure to maintain required access from bedrooms	-5
5	Failure to maintain required water closet accessibility	-2
6	Kitchens and non-habitable spaces used for sleeping purposes	-2
7	Overcrowding of dwelling units	-2
8	Failure to maintain minimum area for combined spaces	-2
8	PLUMBING FACILITIES & FIXTURE VIOLATIONS	
9	Failure to maintain privacy for toilet rooms and bathrooms	-5
10	Failure to maintain all plumbing fixtures in working order	-5
11	Failure to maintain adequate clearances for usage and cleaning	-2
12	Failure to maintain water supply systems to provide water to plumbing fixtures, devices and appurtenances in sufficient volume and at an adequate pressure to enable the fixtures to function properly	-5
13		
14	Failure to maintain the water supply free from defects and leaks	-5
15	Failure to maintain each plumbing stack, vent, waste and sewer line so that it functions properly and free of obstructions, leaks and defects	-5
16		
17	Failure to provide drainage of roofs, paved areas, yards, courts and open areas on the premises	-2
18	MECHANICAL/ELECTRICAL VIOLATIONS	
19	Failure to maintain heating and air conditioning facilities adequate to maintain a room temperature of 70 degrees Fahrenheit	-20
20	Failure to maintain all mechanical appliances in a safe working condition	-10
21		
22	Failure to maintain all fuel-burning equipment and appliances connected to an approved chimney or vent	-10
23	Failure to maintain required clearances to combustible materials	-5
24	Failure to provide required electrical system	-10
25	Failure to provide and maintain required electrical receptacles (general)	-2
26	Failure to provide and maintain required electrical receptacles (GFI)	-5
27		
28	Failure to maintain and provide required electrical lighting fixtures in public halls, interior stairways, toilet rooms, kitchens, bathrooms, laundry rooms, boiler rooms and furnace rooms	-5

Failure to maintain duct system free of obstructions and capable of performing the required function	-2
FIRE SAFETY VIOLATIONS	
Failure to maintain an unobstructed path of travel from any point in a building or structure to the public way	-5
Failure to maintain the required fire-resistant rating of walls, fire stops, shafts, enclosures, partitions and floors	-20

SECTION 21: An exemption granted pursuant to Section 18 of this Ordinance may be revoked by the Code Enforcement Manager if the City inspects an apartment complex pursuant to a complaint and at least one unit therein, or in a common area, receives a "C" grade or lower.

SECTION 22: This Chapter shall expire ten years after its initial adoption unless further extended by ordinance.

SECTION 23: Title 6, Chapter 9, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.09.050: Neither the payment of a semiannual license fee, nor the renewal or pending renewal of a license under this Chapter, shall in any way limit the enforcement of this Chapter. The Department of Finance and Business Services may delay, withhold or rescind renewal action pending verification of compliance with this Chapter. In addition, the Department may take any of the following actions regarding a business license for nonpayment of the inspection fees imposed under LVMC Chapter 16.22:

(A) Delay, withhold or rescind renewal action; or

(B) Take other disciplinary action against the license in accordance with LVMC Chapter

6.02.

SECTION 24: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,

1 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
2 invalid or ineffective.

3 SECTION 25: All ordinances or parts of ordinances or sections, subsections, phrases,
4 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
5 1983 Edition, in conflict herewith are hereby repealed.

6 PASSED, ADOPTED and APPROVED this _____ day of _____, 2006.

7 APPROVED:

8

9 By _____
10 OSCAR B. GOODMAN, Mayor

11 ATTEST:

12 _____
13 BARBARA JO RONEMUS, City Clerk

14 APPROVED AS TO FORM:

15 _____
16 Date

17

18

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1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2006, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2006, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council as
7 first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11

12 APPROVED:

13

14 By _____
OSCAR B. GOODMAN, Mayor

15 ATTEST:

16

17 BARBARA JO RONEMUS, City Clerk

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